

SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: Mobile Spay/Neuter Services Agreement with the Society for the Prevention of Cruelty to Animals of Central Florida, Inc. (SPCA)

DEPARTMENT: Public Safety

DIVISION: Animal Services

AUTHORIZED BY: Tad Stone

CONTACT: Shelly Brubaker

EXT: 5000

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute the Mobile Spay / Neuter Services Agreement between the Society for the Prevention of Cruelty to Animals of Central Florida, Inc. (SPCA) and Seminole County.

County-wide

Tad Stone

BACKGROUND:

The Society for the Prevention of Cruelty to Animals of Central Florida (SPCA) and the Seminole County Animal Services Division have been working collectively to address the continuing strain on both agencies and to address the pet overpopulation challenges through a proactive spay/neuter program.

The attached agreement provides the framework for the SPCA and Animal Services to deliver a no cost spay/neuter program for companion animals in the identified low income areas throughout the county.

The current budget for FY07/08 is \$43,680 with the same amount proposed in the FY08/09 budget.

STAFF RECOMMENDATION:

Staff recommends that the Board approve and authorize the Chairman to execute the Mobile Spay/Neuter Services Agreement between the Society for the Prevention of Cruelty to Animals of Central Florida, Inc. (SPCA) and Seminole County.

ATTACHMENTS:

1. Agreement

Additionally Reviewed By:

☐ County Attorney Review (Ann Colby)

☐ Budget Review (Lisa Spriggs, Ryan Switzer)

MOBILE SPAY/NEUTER SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 20____, by and between the **SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS OF CENTRAL FLORIDA, INC.**, a non-profit corporation authorized to operate in the State of Florida, whose corporate address is 2727 Conroy Road, Orlando, Florida 32839-2162 and whose Seminole County address is 2800 County Home Road, Sanford, Florida 32773, hereinafter called "SPCA", and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is 1101 East First Street, Sanford, Florida 32771, hereinafter called "COUNTY".

W I T N E S S E T H

WHEREAS, both COUNTY and SPCA have recognized continuing increases in the number of abandoned and neglected animals in the Seminole County area; and

WHEREAS, spay/neuter programs have been shown to be beneficial in reducing the number of unwanted animals; and

WHEREAS, a cooperative effort between the parties to reach low-income communities in Seminole County offering free spay/neuter services as well as rabies vaccination will benefit Seminole County as a whole,

NOW, THEREFORE, in consideration of the mutual understanding and covenants set forth herein, the COUNTY and SPCA agree as follows:

SECTION 1. TERM AND TIME OF PERFORMANCE. This Agreement shall become effective upon its execution by the parties, with the mobile spay/neuter services to commence on October 1, 2008. This Agreement

shall terminate on June 30, 2009, but may be renewed at the option of the parties, for five (5) additional one(1) year terms.

SECTION 2. SERVICES PROVIDED BY SPCA. The SPCA hereby agrees to provide the following services pursuant to this Agreement:

(a) The SPCA agrees to utilize its mobile veterinary services van and its staff to provide free spay/neuter services and rabies vaccination services to low-income neighborhoods/communities in Seminole County as identified by COUNTY.

(b) Said services shall include a targeted minimum of three hundred (300) and a maximum of six hundred twenty-four (624) spay/neuter surgeries per year, with a target of twelve (12) to twenty-four (24) spay/neuter services per day, operating pursuant to this Agreement one day every other week. The frequency of service may be altered by SPCA with the approval of the Animal Services Division to adjust to circumstances encountered in provision of the services.

(c) Develop an information flyer about the mobile spay/neuter program with the assistance and review of COUNTY, and assist COUNTY in distributing the flyer in targeted neighborhoods/communities.

(d) Meet with neighborhood/community leaders to discuss and promote the mobile spay/neuter program.

(e) Develop and implement recordkeeping protocols as needed by SPCA and COUNTY to track the mobile spay/neuter program.

(f) Schedule the mobile veterinary services van and SPCA staff as necessary to provide services under the terms of this Agreement.

(g) Schedule all client appointments for spay/neuter surgeries and rabies vaccinations.

SECTION 3. SERVICES TO BE PROVIDED BY COUNTY. COUNTY hereby agrees to provide the following services pursuant to this Agreement:

(a) Develop, in coordination with SPCA, protocols for provision of services and recordkeeping to facilitate payment to SPCA for services provided.

(b) Identify target neighborhoods/communities where mobile spay/neuter services will be provided and identify locations where the mobile veterinary service van can park while providing services.

(c) Identify neighborhood/community leaders and meet with them to discuss and promote the program.

(d) Assist in the development of promotional materials for the program and distribute such materials in the targeted neighborhoods/communities.

SECTION 4. COMPENSATION.



(a) COUNTY agrees to pay to SPCA for the services to be provided under this Agreement the sum of SEVENTY AND NO/100 DOLLARS (\$70.00) per spay/neuter surgery. Rabies vaccinations are provided at no extra charge with COUNTY to provide to SPCA all necessary rabies vaccines for said vaccinations. The maximum annual amount payable to SPCA pursuant to the program shall not exceed the sum of FORTY-THREE THOUSAND SIX HUNDRED EIGHTY AND NO/100 DOLLARS (\$43,680.00).

(b) Payments shall be made by COUNTY to SPCA when requested as services are furnished but not more than once monthly in compliance with the requirements of the Prompt Payment Act. At the close of each calendar month, SPCA shall render to COUNTY an itemized invoice, properly dated, describing services provided, the cost of the services

therein, the name and address of SPCA, and any other information required by COUNTY.

The original invoice and one (1) copy shall be sent to:

Director of County Finance
Seminole County Board of County Commissioners
Post Office Box 8080
Sanford, Florida 32772-8080

A copy of the invoice shall be sent to

Animal Services Division
232 Bush Boulevard
Sanford, Florida 32773

SECTION 5. TERMINATION. Upon thirty (30) days written notice to the other party, either party may terminate this Agreement, in whole or in part, either for convenience or because of the failure of the other party to fulfill its Agreement obligations. Upon receipt of such notice from COUNTY, SPCA shall immediately discontinue all services affected and deliver to COUNTY an invoice for all spay/neuter services performed to date pursuant to this Agreement for which SPCA has not yet been compensated.


SECTION 6. EQUAL OPPORTUNITY EMPLOYMENT. SPCA agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability, or national origin and will take steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, disability, or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other

forms of compensation; and selection for training, including apprenticeship.

SECTION 7. CONFLICT OF INTEREST.

(a) SPCA agrees that it will not contract for or accept employment for the performance of any work or service with any individual, business, corporation, or government unit that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with COUNTY.

(b) SPCA agrees that it will neither take any action nor engage in any conduct that would cause any COUNTY employee to violate the provisions of Chapter 112, Florida Statutes, relating to ethics in government.

(c) In the event that SPCA causes or in any way promotes or encourages a County officer,  employee, or agent to violate Chapter 112, Florida Statutes, COUNTY shall have the right to terminate this Agreement.

SECTION 8. ASSIGNMENT. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered under any circumstances by the parties hereto without prior written consent of the other party and in such cases only by a document of equal dignity herewith.


SECTION 9. SUBCONTRACTORS. During the course of this Agreement, in the event that SPCA requires the services of subcontractors or other professional associates in connection with services covered by this Agreement, SPCA must first secure the prior express written approval of COUNTY. If subcontractors or other professional

associates are required in connection with the services covered by this Agreement, SPCA shall remain fully responsible for the services of subcontractors or other professional associates.

SECTION 10. INDEMNIFICATION OF COUNTY. SPCA agrees to hold harmless and indemnify COUNTY and its commissioners, officers, employees, and agents against any and all claims, losses, damages, or lawsuits for damages, including defense costs, arising from, allegedly arising from, or related to the provision of services hereunder by SPCA. This hold harmless shall include any claim based on negligence, action, or inaction of the parties.


SECTION 11. INSURANCE.

(a) General. SPCA shall, at SPCA's own cost, procure the insurance required under this Section.

(1) SPCA shall furnish  COUNTY with a Certificate of Insurance signed by an authorized representative of the insurer evidencing the insurance required by this Section (Professional Liability, Workers' Compensation/Employer's Liability and Commercial General Liability). COUNTY, its officials, officers, and employees shall be named additional insured under the Commercial General Liability policy. The Certificate of Insurance shall provide that COUNTY shall be given not less than thirty (30) days written notice prior to the cancellation or restriction of coverage. Until such time as the insurance is no longer required to be maintained by SPCA, SPCA shall provide COUNTY with a renewal or replacement Certificate of Insurance not less than thirty (30) days before expiration or replacement of the insurance for which a previous certificate has been provided.

(2) The Certificate shall contain a statement that it is being provided in accordance with this Agreement and that the insurance is in full compliance with the requirements of this Agreement. In lieu of the statement on the Certificate, SPCA shall, at the option of COUNTY, submit a sworn, notarized statement from an authorized representative of the insurer that the Certificate is being provided in accordance with this Agreement and that the insurance is in full compliance with the requirements of this Agreement. **The Certificate shall have this Agreement number clearly marked on its face.**


(3) In addition to providing the Certificate of Insurance, if required by COUNTY, SPCA shall, within thirty (30) days after receipt of the request, provide COUNTY with a certified copy of each of the policies of insurance providing the coverage required by this Section.

(4) Neither approval  by COUNTY nor failure to disapprove the insurance furnished by SPCA shall relieve SPCA of SPCA's full responsibility for performance of any obligation including SPCA's indemnification of COUNTY under this Agreement.

(b) Insurance Company Requirements. Insurance companies providing the insurance under this Agreement must meet the following requirements:

(1) Companies issuing policies other than Workers' Compensation must be authorized to conduct business in the State of Florida and prove same by maintaining Certificates of Authority issued to the companies by the Department of Insurance of the State of Florida. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by Section 440.57, Florida Statutes.

(2) In addition, such companies other than those authorized by Section 440.57, Florida Statutes shall have and maintain a Best's Rating of "A" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.


(3) If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall: (i) lose its Certificate of Authority, (ii) no longer comply with Section 440.57, Florida Statutes, or (iii) fail to maintain the requisite Best's Rating and Financial Size Category, SPCA shall, as soon as SPCA has knowledge of any such circumstance, immediately notify COUNTY and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as SPCA has replaced the unacceptable insurer  with an insurer acceptable to COUNTY, SPCA shall be deemed to be in default of this Agreement.

(c) Specifications. Without limiting any of the other obligations or liability of SPCA, SPCA shall, at SPCA's sole expense, procure, maintain, and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this Section. Except as otherwise specified in this Agreement, the insurance shall become effective prior to the commencement of work by SPCA and shall be maintained in force until this Agreement's completion date. The amounts and types of insurance shall conform to the following minimum requirements.

(1) Workers' Compensation/Employer's Liability.

(A) SPCA's insurance shall cover SPCA for liability which would be covered by the latest edition of the standard Workers'

Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance without restrictive endorsements. SPCA will also be responsible for procuring proper proof of coverage from its sub-consultants of every tier for liability which is a result of a Workers' Compensation injury to the sub-consultant's employees. The minimum required limits to be provided by both SPCA and its sub-consultants are outlined in subsection (c) below. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the United States Longshoremen and Harbor Workers' Compensation Act, Federal Employers' Liability Act, and any other applicable Federal or State laws.

(B) Subject to the restrictions of coverage found in the standard Workers' Compensation Policy, there shall be no maximum limit on the amount of coverage  for liability imposed by the Florida Workers' Compensation Act, the United States Longshoremen and Harbor Workers' Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation Policy.

(C) The minimum amount of coverage under Part Two of the standard Workers' Compensation Policy shall be:

\$ 500,000.00	(Each Accident)
\$ 500,000.00	(Disease-Policy Limit)
\$ 500,000.00	(Disease-Each Employee)

(2) Commercial General Liability.

(A) SPCA's insurance shall cover SPCA for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida by the Insurance Services

Office without the attachment of restrictive endorsements other than the elimination of Coverage C, Medical Payment and the elimination of coverage for Fire Damage Legal Liability.

(B) The minimum limits to be maintained by SPCA (inclusive of any amounts provided by an Umbrella or Excess policy) shall be as follows:

<u>LIMITS</u>	
General Aggregate	Three (3) Times the Each Occurrence Limit
Personal & Advertising Injury Limit	\$500,000.00
Each Occurrence Limit	\$500,000.00

(3) Professional Liability Insurance. SPCA shall carry limits of not less than FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00).

(4) Business Auto Policy.

(A) The SPCA's insurance shall cover the SPCA for those sources of liability which would be covered by Part IV of the latest edition of the standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements. Coverage shall include owned, non-owned and hired autos.

(B) The minimum limits to be maintained by the SPCA (inclusive of any amounts provided by an Umbrella or Excess policy) shall be per accident combined single limit for bodily injury liability and property damage liability. If the coverage is subject to an aggregate, the SPCA shall maintain separate aggregate limits of coverage applicable to claims arising out of or in connection with the work under


this Agreement. The separate aggregate limits to be maintained by the SPCA shall be a minimum of three (3) times the per accident limit required and shall apply separately to each policy year or part thereof.

(C) The minimum amount of coverage under the Business Auto Policy shall be:

LIMITS


Each Occurrence Bodily	\$1,000,000.00
Injury and Property Damage	
Liability Combined	

(d) Coverage. The insurance provided by SPCA pursuant to this Agreement shall apply on a primary basis and any other insurance or self-insurance maintained by COUNTY or COUNTY's officials, officers, or employees shall be excess of and not contributing with the insurance provided by or on behalf of SPCA.

(e) Occurrence Basis.  The Workers' Compensation Policy and the Commercial General Liability required by this Agreement shall be provided on an occurrence rather than a claims-made basis. The Professional Liability insurance policy must either be on an occurrence basis, or, if a claims-made basis, the coverage must respond to all claims reported within three (3) years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

(f) Obligations. Compliance with the foregoing insurance requirements shall not relieve SPCA, its employees, or agents of liability from any obligation under this Section or any other portions of this Agreement.

SECTION 12. ALL PRIOR AGREEMENTS SUPERSEDED. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document. This Agreement is separate from and independent of all pre-existing agreements between the parties concerning the SPCA facilities and site located at 2800 County Home Road, Sanford, Florida 32772, which pre-existing agreements shall remain in full force and effect according to their terms.

SECTION 13. MODIFICATIONS, AMENDMENTS, OR ALTERATIONS. No modification, amendment, or alteration in the terms or conditions contained herein shall be  effective unless contained in a written document executed with the same formality and of equal dignity herewith.

SECTION 14. INDEPENDENT CONTRACTOR. It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting CONTRACTOR (including its officers, employees, and agents) as an agent, representative, or employee of COUNTY for any purpose, or in any manner, whatsoever. CONTRACTOR is to be and shall remain forever an independent contractor with respect to all services performed under this Agreement.

SECTION 15. EMPLOYEE STATUS. Persons employed by CONTRACTOR in the performance of services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment com-

pensation, civil service, or other employee rights or privileges granted to COUNTY'S officers and employees either by operation of law or by COUNTY.

SECTION 16. SERVICES NOT PROVIDED FOR. No claim for services furnished by CONTRACTOR not specifically provided for herein shall be honored by COUNTY.

SECTION 17. PUBLIC RECORDS LAW. CONTRACTOR acknowledges COUNTY'S obligations under Article I, Section 24, Florida Constitution, and Chapter 119, Florida Statutes, to release public records to members of the public upon request. CONTRACTOR acknowledges that COUNTY is required to comply with Article I, Section 24, Florida Constitution, and Chapter 119, Florida Statutes, in the handling of the services created under this Agreement and that said statute controls over the terms of this Agreement.



SECTION 18. COMPLIANCE WITH LAWS AND REGULATIONS. In providing all services pursuant to this Agreement, CONTRACTOR shall abide by all statutes, ordinances, rules, and regulations pertaining to, or regulating the provisions of, such services including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement and shall entitle COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to CONTRACTOR.

SECTION 19. NOTICES. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, return receipt requested,

addressed to the party for whom it is intended at the place last specified. The place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to-wit:


For COUNTY:

Animal Services Division
232 Bush Boulevard
Sanford, Florida 32773

For SPCA:

SPCA of Central Florida, Inc.
2727 Conroy Road
Orlando, FL 32839-2162

SPCA of Central Florida, Inc.
2800 County Home Road
Sanford, FL 32773

SECTION 20. RIGHTS AT LAW RETAINED. The rights and remedies of COUNTY, provided for under  this Agreement, are in addition and supplemental to any other rights and remedies provided by law.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date below written for execution by COUNTY.

SPCA OF CENTRAL FLORIDA, INC.

DONNA HILYARD, Secretary

By: _____
MARK WEIMER, Board Chair

[CORPORATE SEAL]

Date: _____

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
BRENDA CAREY, Chairman

Date: _____

For the use and reliance
of Seminole County only.

As authorized for execution
by the Board of County Commissioners
at their _____, 20____
regular meeting.

Approved as to form and
legal sufficiency.

County Attorney

AEC:jjr:sjs/lpk

11/8/07, 11/28/07, 3/27/08 6/6/08 7/9/08

P:\Users\Legal Secretary CSB\Public Safety\Mobile Spay-Neuter Services Agr.doc

